

Cairngorms National Park brand charter (the “Charter”)

The Cairngorms National Park is an outstanding place and its brand reflects a customer promise to give the best the area can offer, inspiring high quality, sustainable and authentic experiences, products and services.

The Cairngorms National Park Authority hereby agrees to grant you a non-exclusive, non-transferable licence to use the Cairngorms National Park partner brand set out below (the “Charter brand”) in connection with the promotion of your business or event in the Cairngorms National Park, subject to you agreeing to the terms set out below.

Charter brand



We agree and undertake that:

- We are proud to operate within the Cairngorms National Park.
- We meet, and will continue to meet, all applicable laws and regulatory requirements, guidance and best practice relating to our business, activities and sector.
- We are committed to providing quality products and services, and to continually striving to improve our business and customer offering.



- We will always respect the special nature of the Cairngorms National Park and will encourage our customers to do the same.
- We shall always carry out our activities in ways that protect and seek to improve the environment of the Cairngorms National Park.
- We will work to provide our customers with a distinctive and authentic experience of quality.
- Where possible, we will purchase goods and services from sustainable sources. We recognise that local products are part of the authentic experience and using them can have a positive effect on the environment.
- We will always strive to enhance the reputation of the Cairngorms National Park as a great place to live, visit and do business.
- We will not act in any way which will bring the Cairngorms National Park, Cairngorms National Park Authority, Visit Cairngorms or any businesses within the area into disrepute.
- We will abide by the Conditions of Use relating to the Charter brand.

Conditions of Use relating to the Charter brand (the “Conditions of Use”)

- We acknowledge that all rights in the Charter brand (including all goodwill relating thereto) are the exclusive property of the Cairngorms National Park Authority of 14 The Square, Grantown-on-Spey, PH26 3HG (the “**Park Authority**”).
- We acknowledge and agree that we are authorised to use the Charter brand only in accordance with the Charter, these Conditions of Use, and the Cairngorms National Park brand guidelines (as made available by the Park Authority from time to time) (the “**Brand Guidelines**”). The Brand Guidelines are provided to businesses approved to use the Charter brand as part of the Park Authority brand welcome pack. We acknowledge and agree that the Brand Guidelines may be subject to change from time to time and we shall comply with any such applicable changes when they are communicated to us.
- We acknowledge and agree that as long as we comply with the Charter, these Conditions of Use, and the Brand Guidelines, we are permitted to use the Charter brand on (i) our website; (ii) on social media; (iii) on physical promotional materials such as leaflets, promotional publications and pop-up banners; and (iv) as part of our building signage and or as a window sticker.
- We acknowledge and agree that these Conditions of Use do not permit us to use the Charter brand on merchandise or goods (whether provided for sale or free of charge), product labelling or on any uniforms or other work clothes.
- We understand and agree that if we wish to use the Charter brand on any item or for any purpose that is not permitted by the Charter, these Conditions of Use, and the Brand Guidelines, we must obtain the Park Authority’s prior written permission.
- We acknowledge and agree that all rights we may have to use any branding and or similar materials (“**Legacy Branding**”) supplied to us by or on behalf of the Park Authority before the date on which we sign the Charter shall cease and be terminated on the date on which we sign the Charter and, unless otherwise



expressly agreed in writing by the Park Authority, we shall cease all use of all Legacy Branding, within three months of the date on which we sign the Charter.

- We are granted no right by the Park Authority to allow other people to use the Charter brand, and we undertake not to grant or purport or attempt to grant other people the right to use the Charter brand.
- We acknowledge the right to use the Charter brand is limited to use in relation to products and services produced and or provided in the Cairngorms National Park and which comply with the Charter, these Conditions of Use, and the Brand Guidelines.
- We are granted no right to use the Charter brand upon the body of any product, such as clothing, mugs or toys except where the relevant products have been supplied to us by the Park Authority.
- We acknowledge the Charter brand must be used only in conjunction with our own brand and not in any way that makes the Charter brand the prominent or defining feature of any item or material.
- We shall not use all or any part of the Charter brand in isolation or in any other way that, in the Park Authority's opinion, represents or appears to indicate that the Charter brand is our trade mark or brand, or that the products or services that we sell are the products or services of the National Park or Park Authority, and / or that we are the National Park or Park Authority.
- We will not do anything to weaken, damage or devalue the Charter brand or which is likely to bring the Park Authority into disrepute. Examples of this would include creating a logo which is confusingly similar to the Charter brand and / or using the Charter brand (or any logo that is confusingly similar to it) in a context which may be obscene, offensive, blasphemous, illegal, defamatory, fraudulent or affiliated to a political or religious viewpoint.
- We will allow the Park Authority to investigate our use of the Charter brand on request and will, at our own expense, make any changes regarding our use of the Charter brand which the Park Authority require. We will provide any information the Park Authority request in relation to any investigation.



- We agree that we have no rights to the Charter brand other than as granted in the Charter and or these Conditions of Use.
- We agree not to edit, crop, modify or amend the Charter brand.
- We will not apply to register or otherwise seek to acquire any rights in relation to the Charter brand in any jurisdiction.
- We acknowledge that no failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Charter and or these Conditions of Use shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy.
- We acknowledge that the Park Authority may at its sole discretion withdraw our right to use the Charter brand at any time, whereupon we agree and undertake that, unless otherwise expressly agreed in writing by the Park Authority, we shall immediately cease all use of the Charter brand. We also acknowledge that our right to use the Charter brand shall automatically cease, if we cease to carry on our business in Cairngorms National Park. On the occurrence of either event we will promptly cease all use of the Charter brand.
- We acknowledge and agree that nothing in the Charter or these Conditions of Use constitutes, or shall be deemed to constitute, a partnership with the Park Authority or make us an agent of the Park Authority.
- We acknowledge that rights to use the Charter brand are being provided on a royalty-free, "as-is" basis and that the Park Authority makes no guarantee in respect of and accepts no liability in respect of (so far as is permissible by law) the use of the Charter brand (including any non-infringement of third party brands).
- We indemnify and will keep indemnified the Park Authority against any loss, cost, expense, damage or other liability if we breach the Charter, the Brand Guidelines and or these Conditions of Use.
- We will promptly notify the Park Authority of any actual, suspected or threatened misuse of the Charter brand or any claim that use of the Charter brand infringes the rights of any third party. The Park Authority will have



exclusive control of any legal proceedings relating to such matters, and we will provide all assistance the Park Authority require in relation thereto.

- We acknowledge and agree that the attached Charter, these Conditions of Use and the Brand Guidelines constitute the entire agreement relating to our right to use the Charter brand.
- These Conditions of Use, the Brand Guidelines and the attached Charter shall be governed and construed in accordance with Scottish law and we hereby irrevocably submit to the exclusive jurisdiction of the Scottish courts.